

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

ONYX THERAPEUTICS, INC.

Plaintiff,

v.

APOTEX INC. AND APOTEX CORP.,

Defendants.

Civil Action Nos.

16-0988 (LPS) (consolidated),

16-1039 (LPS),

17-1202 (LPS),

18-0132 (LPS)

CONSENT JUDGMENT

Onyx Therapeutics, Inc. (“Onyx”), and Apotex Inc. and Apotex Corp. (“Apotex”), parties in the above-captioned action, have agreed to terms and conditions representing a negotiated settlement of this action and have set forth those terms and conditions in a Settlement Agreement (the “Settlement Agreement”). Now the parties, by their respective undersigned attorneys, hereby stipulate and consent to entry of judgment and an injunction in this action as follows:

IT IS this 7th day of May, 2019:

ORDERED, ADJUDGED AND DECREED as follows:

1. This District Court has jurisdiction over the subject matter of the above action and has personal jurisdiction over the parties.
2. As used in this Consent Judgment, (i) the term “Apotex Product” shall mean a drug product sold, offered for sale or distributed pursuant to Abbreviated New Drug Application Nos. 209425 and 211185 (and defined in greater detail in the Settlement Agreement); and (ii) the term “Affiliate” shall mean, with respect to a Party, any entity or person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Party. For purposes of this definition, “control” means (a) ownership, directly or through one or more intermediaries, of (i) more than fifty percent (50%) of the shares of stock entitled to vote for

the election of directors, in the case of a corporation, or (ii) more than fifty percent (50%) of the equity interests in the case of any other type of legal entity or status as a general partner in any partnership, or (b) any other arrangement whereby an entity or person has the right to elect a majority of the board of directors or equivalent governing body of a corporation or other entity or the right to direct the management and policies of a corporation or other entity.

3. Except as specifically authorized pursuant to the Settlement Agreement, Apotex, including any of its Affiliates, successors and assigns, is enjoined from infringing United States Patent Numbers 7,417,042, 7,737,112, and 8,207,125, on its own part or through any Affiliate, by making, having made, using, selling, offering to sell, importing or distributing of the Apotex Product.

4. Compliance with this Consent Judgment may be enforced by Onyx and Apotex and their successors in interest, or assigns, as permitted by the terms of the Settlement Agreement.

5. This Court retains jurisdiction to enforce or supervise performance under this Consent Judgment and the Settlement Agreement.

6. All claims, counterclaims, affirmative defenses and demands in this action by either Onyx or Apotex are hereby dismissed with prejudice and without costs, disbursements or attorneys' fees to any party.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Megan E. Dellinger

Jack B. Blumenfeld (#1014)
Karen Jacobs (#2881)
Megan E. Dellinger (#5739)
1201 North Market Street
P.O. Box 1347
Wilmington, DE 19899
(302) 658-9200
jblumenfeld@mnat.com
kjacobs@mnat.com
mdellinger@mnat.com

Attorneys for Plaintiff

May 4, 2019

SO ORDERED this 7th day of May 2019.



The Honorable Leonard P. Stark

COZEN O'CONNOR

/s/ Thomas J. Francella, Jr.

Thomas J. Francella, Jr. (#3835)
1201 North Market Street, Suite 1001
Wilmington, DE 19801
(302) 295-2023
tfrancella@cozen.com

*Attorneys for Defendants Apotex Inc. and
Apotex Corp.*